

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A  
PRIVATE COMPANY LIMITED BY GUARANTEE  
EXEMPT UNDER SECTION 60**

Company Number **10938734**

The Registrar of Companies for England and Wales, hereby certifies that

**ST ANDREW'S FOUNDATION FOR MENTAL HEALTH**

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **30th August 2017**



\* N10938734M \*



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Companies House

**IN01**<sub>(ef)</sub>

**Application to register a company**



Received for filing in Electronic Format on the: **30/08/2017**

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*Company Name in  
full:*

**ST ANDREW'S FOUNDATION FOR MENTAL HEALTH**

*I confirm that the above proposed company meets the conditions for exemption from the requirements to have  
a name ending with 'Limited' or permitted alternatives*

*Company Type:*

**Private company limited by guarantee**

*Situation of  
Registered Office:*

**England and Wales**

*Proposed Registered  
Office Address:*

**CLIFTONVILLE ROAD  
NORTHAMPTON  
NORTHAMPTONSHIRE  
UNITED KINGDOM NN1 5DG**

*Sic Codes:*

**86210  
96090**

## ***Proposed Officers***

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***Company Secretary***     ***1***

*Type:*                                **Person**

*Full Forename(s):*                **CLAIRE**

*Surname:*                         **CARLESS**

*Service Address:*                **recorded as Company's registered office**

*The subscribers confirm that the person named has consented to act as a secretary.*

*Company Director* 1

*Type:* **Person**

*Full Forename(s):* **CLAIRE**

*Surname:* **CARLESS**

*Service Address:* **recorded as Company's registered office**

*Country/State Usually Resident:* **UNITED KINGDOM**

*Date of Birth:*   **\*\*/03/1962**                      *Nationality:*       **BRITISH**

*Occupation:* **SOLICITOR**

*The subscribers confirm that the person named has consented to act as a director.*

*Company Director* 2

*Type:* **Person**

*Full Forename(s):* **GIL**

*Surname:* **BALDWIN**

*Service Address:* **recorded as Company's registered office**

Country/State Usually Resident: UNITED KINGDOM

*Date of Birth:*   **\*\*/01/1960**                      *Nationality:*       **BRITISH**

*Occupation:* **CHIEF  
EXECUTIVE**

*The subscribers confirm that the person named has consented to act as a director.*

## ***Persons with Significant Control (PSC)***

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### **Statement of initial significant control**

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**On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company**

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## ***Relevant Legal Entity (RLE) details***

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*Company Name:* **ST ANDREW'S HEALTHCARE**

*Service Address:* **CLIFTONVILLE ROAD  
NORTHAMPTON  
NORTHAMPTONSHIRE  
UNITED KINGDOM  
NN1 5DG**

*Legal Form:* **LIMITED BY GUARANTEE**

*Governing Law:* **UNITED KINGDOM (ENGLAND AND WALES)**

*Register Location:* **COMPANIES HOUSE**

*Country/State:* **ENGLAND AND WALES**

*Registration Number:* **05176998**

*Nature of control*

The relevant legal entity holds, directly or indirectly, 75% or more of the voting rights in the company.

## *Statement of Guarantee*

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I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

*Name:* **ST ANDREW'S HEALTHCARE**

*Address* **CLIFTONVILLE ROAD  
NORTHAMPTON  
NORTHAMPTONSHIRE  
UNITED KINGDOM  
NN1 5DG**

*Amount Guaranteed* **£1.00**



## ***Statement of Compliance***

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*I confirm the requirements of the Companies Act 2006 as to registration have been complied with.*

*memorandum delivered by an agent for the subscriber(s):* **YES**

*Agent's Name:* **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**

*Agent's Address:* **ONE WOOD STREET  
LONDON  
UNITED KINGDOM  
EC2V 7WS**

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## ***Authorisation***

*Authoriser Designation:* **agent** *Authenticated* **YES**

*Agent's Name:* **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**

*Agent's Address:* **ONE WOOD STREET  
LONDON  
UNITED KINGDOM  
EC2V 7WS**

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**ST ANDREW'S FOUNDATION FOR MENTAL HEALTH**

(the "**Company**")

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The subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of a company.

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**Name of subscriber**

**Authentication by each subscriber**

St Andrew's Healthcare (CRN: 05176998)

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Dated: 30 August 2017

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The Companies Act 2006

Company limited by guarantee

**ARTICLES OF ASSOCIATION**

**of**

**ST ANDREW'S FOUNDATION FOR MENTAL HEALTH**

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**ARTICLES OF ASSOCIATION OF  
ST ANDREW'S FOUNDATION FOR MENTAL HEALTH**

**1. OBJECTS**

- 1.1 The Objects of the Foundation are the advancement of education and research into mental illness (including without limitation its nature, causes, diagnoses, prevention, treatment and cure), relief of mental illness and the preservation of health and the relief of need among people experiencing mental illness, all for the public benefit.
- 1.2 "Mental illness" includes psychiatric illness, developmental or other disability, brain injury, disease or other mental disorder.
- 1.3 This provision may be amended by special resolution but only with the prior written consent of the Commission.
- 1.4 Nothing in the Articles shall authorise an application of the property of the Foundation for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

**2. POWERS**

The Foundation has the following powers, which may be exercised only in promoting the Objects:

- 2.1 to make grants, donations and awards;
- 2.2 to provide advice or information;
- 2.3 to carry out and fund research;
- 2.4 to enable the discovery, invention, improvement, development and application of treatments, cures, diagnosis and other medical agents, methods and processes that may in any way relieve mental illness, disease, disability or disorders of whatever nature that is or may be caused, in whole or in part, by any and all forms of mental illness;
- 2.5 to enable the education and training of clinicians and others in the understanding of the causes, treatment, diagnosis and causes of all forms of mental health;
- 2.6 to enable the active dissemination of this knowledge freely and widely to improve and/or change clinical practice for the benefit of patients and society;
- 2.7 to co-operate with other bodies;
- 2.8 to establish, support, administer or set up any charities, associations or institutions;
- 2.9 to accept (and disclaim) gifts, endowments and legacies on any terms and to raise funds (but not by means of taxable trading);
- 2.10 to borrow money;

- 2.11 to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.12 to lease or hire property of any kind;
- 2.13 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.14 to set aside funds for special purposes or as reserves against future expenditure;
- 2.15 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.16 to delegate the management of investments to a financial expert in compliance with Commission guidance and regulation on investments;
- 2.17 to arrange for investments or other property of the Foundation to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.18 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.19 to insure the property of the Foundation against any foreseeable risk and take out other insurance policies to protect the Foundation when required;
- 2.20 subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.21 to enter into contracts to provide services to or on behalf of other bodies;
- 2.22 to establish or acquire subsidiary companies;
- 2.23 to give or receive guarantees or indemnities;
- 2.24 to organise and assist in the provision of conferences, lectures and other educational activities;
- 2.25 to undertake and execute any charitable trusts;
- 2.26 to make social investments;
- 2.27 to co-operate and enter into any arrangements with any governments, authorities, companies, institutions or associations;
- 2.28 to promote the Foundation's activities;
- 2.29 to co-operate with other institutions and to enter into joint ventures, collaborations and partnerships with charitable and non-charitable bodies;
- 2.30 to pay out of the funds of the Foundation the costs of incorporating and registering the Foundation with the Commission; and
- 2.31 to do anything else within the law which promotes or helps to promote the Objects.

### 3. THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Foundation and its property and funds.
- 3.2 Those persons notified to the Registrar of Companies as the first directors of the Foundation shall be the first Trustees.

- 3.3 A person who is willing to act as a Trustee, and is permitted by law to do so, may be appointed to be a Trustee by a decision of the Trustees.
- 3.4 The Trustees when complete consist of at least three and not more than seven persons, all of whom must support the Objects.
- 3.5 A Trustee may not act as a Trustee unless he/she has signed a written declaration of willingness to act as a charity trustee of the Foundation.
- 3.6 A Trustee's term of office automatically comes to an end on the third anniversary of his or her initial appointment. Retiring Trustees may be reappointed for up to two further terms (each of three years). For the avoidance of doubt no Trustee may serve in office for more than nine years in total.
- 3.7 A Trustee's term of office as such automatically terminates if he/she:
- 3.7.1 is disqualified under the Charities Act from acting as a charity trustee;
  - 3.7.2 is incapable, whether mentally or physically, of managing his/her own affairs;
  - 3.7.3 is absent without notice from two consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
  - 3.7.4 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
  - 3.7.5 is removed from office by a resolution passed by a majority of at least 70% of the other Trustees present and voting at a board meeting provided that prior to such a board meeting the Trustee in question has been given written notice of the intention to propose such a resolution; or
  - 3.7.6 is removed by the Members at a general meeting under the Companies Act.
- 3.8 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
4. TRUSTEES' PROCEEDINGS
- 4.1 The Trustees must hold at least four meetings each year.
- 4.2 A quorum at a meeting of the Trustees is three Trustees.
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present shall preside at each meeting.
- 4.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Trustee has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

## 5. TRUSTEES' POWERS

The Trustees have the following powers in the administration of the Foundation in their capacity as Trustees:

- 5.1 To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2 To appoint a Chair, a treasurer and other honorary officers from among their number.
- 5.3 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4 To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 5.5 To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 5.6 To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Foundation and the use of its seal (if any).
- 5.7 To establish procedures to assist the resolution of disputes or differences within the Foundation.

## 6. BENEFITS AND CONFLICTS

- 6.1 The property and funds of the Foundation must be used only for promoting the Objects and do not belong to the Members but:
  - 6.1.1 Members who are not Trustees or Connected Persons may be employed by or enter into contracts with the Foundation and receive reasonable payment for goods or services supplied;
  - 6.1.2 Subject to compliance with Article 6.4:
    - 6.1.2.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Foundation;
    - 6.1.2.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Foundation;
    - 6.1.2.3 Individual Members (if any), Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Foundation except:
  - 6.2.1 as mentioned in Articles 6.1 or 6.3;
  - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Foundation;
  - 6.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
  - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Foundation (including the costs of a successful defence to criminal proceedings) in accordance with Articles 6.8 and 6.9;



- 6.2.5 the payment to a Trustee for acting as a Trustee (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Member(s)) and so that only a minority of Trustees shall be eligible to be paid and any such payment must be only of a sum which is reasonable in the circumstances;
- 6.2.6 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Member(s)).
- 6.3 No Trustee or Connected Person may be employed by the Foundation except in accordance with Articles 6.2.5 or 6.2.6 but any Trustee or Connected Person may enter into a written contract with the Foundation to supply goods or services in return for payment or other material benefit but only if:
  - 6.3.1 the goods or services are actually required by the Foundation, and the Trustees decide that it is in the best interests of the Foundation to enter into such a contract;
  - 6.3.2 the nature and level of remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
  - 6.3.3 fewer than half of the Trustees are subject to such a contract in any financial year.
- 6.4 Subject to Article 6.5, any Trustee who becomes a Conflicted Trustee in relation to any matter must:
  - 6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
  - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
  - 6.4.3 not be counted in the quorum for that part of the meeting; and
  - 6.4.4 be absent during the vote and have no vote on the matter.
- 6.5 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Foundation to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:
  - 6.5.1 continue to participate in discussions leading to the making of a decision and/or to vote, or
  - 6.5.2 disclose to a third party information confidential to the Foundation, or
  - 6.5.3 take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Foundation, or
  - 6.5.4 refrain from taking any step required to remove the conflict.
- 6.6 A Trustee's duty under the Companies Act to avoid a conflict of interest with the Foundation shall be disapplied for any transaction authorised by Articles 6.1 and 6.3 provided that the provisions in those Articles have been complied with.

- 6.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.
- 6.8 A Trustee may be indemnified out of the Foundation's assets against:
- 6.8.1 any liability incurred by that person in connection with acting as a Trustee otherwise than in respect of any negligence, default, breach of duty or breach of trust by that person in relation to the Foundation;
  - 6.8.2 any liability incurred by that person in connection with the activities of the Foundation in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act);
  - 6.8.3 any other liability incurred by that person as an officer of the Foundation.
- 6.9 The Foundation may fund the expenditure of a Trustee for any purpose permitted under the Companies Act and may do anything to enable such Trustee to avoid incurring such expenditure as provided in the Companies Act.
- 6.10 No Trustee shall be accountable to the Foundation for any benefit provided pursuant to Articles 6.8 and/or 6.9 and the receipt of any such benefit shall not disqualify any person from being or becoming a Trustee.
- 6.11 The powers given by Articles 6.8 and 6.9 shall not limit any general powers of the Foundation to grant indemnities, purchase and maintain insurance or provide funds (whether by way of loan or otherwise) to any person in connection with any legal or regulatory proceedings or applications for relief.
- 6.12 Neither Article 6.8 nor Article 6.9 authorises any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law or any provision of charity law for so long as the Foundation is a charity.
- 6.13 In Articles 6.8 - 6.10 inclusive, a Trustee means any current or former Trustee.
7. RECORDS AND ACCOUNTS
- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 7.1.1 annual returns;
  - 7.1.2 annual reports; and
  - 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:
- 7.2.1 all proceedings at meetings of the Trustees;
  - 7.2.2 all resolutions in writing;
  - 7.2.3 all reports of committees; and
  - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Foundation must be made available for inspection by any Trustee at any time during normal office hours.

- 7.4 A copy of the Foundation's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Foundation's reasonable costs.
8. MEMBERSHIP
- 8.1 The sole member of the Foundation shall be St Andrew's Healthcare.
- 8.2 Membership is not transferable and shall not be capable of being charged or otherwise encumbered.
9. AUTHORISED REPRESENTATIVE
- Such person as is authorised from time to time by St Andrew's Healthcare shall be its authorised representative.
10. MEMBER RESOLUTIONS AND DECISIONS
- 10.1 St Andrew's Healthcare may make decisions as a member of the Foundation by passing a written resolution in accordance with the Companies Act which is signed by St Andrew's Healthcare's authorised representative.
- 10.2 St Andrew's Healthcare's authorised representative shall notify the Foundation of a decision made by St Andrew's Healthcare in accordance with Article 10.1 within fourteen days of the date of the decision.
11. HONORARY POSITIONS
- The Trustees may from time to time confer on any individual (with his/her consent) the honorary title of Patron, President or Vice-President of the Foundation (or other title(s) approved by the Trustees).
12. LIMITED LIABILITY
- The liability of the Member is limited.
13. GUARANTEE
- 13.1 The Member promises, if the Foundation is dissolved while it remains a Member or within one year after it ceases to be a Member, to pay up to £1 towards:
- 13.1.1 payment of those debts and liabilities of the Foundation incurred before it ceased to be a Member; and
- 13.1.2 payment of the costs, charges and expenses of winding up.
14. COMMUNICATIONS
- 14.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 14.1.1 by hand;
- 14.1.2 by post; or
- 14.1.3 by suitable electronic means.
- 14.2 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 14.2.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
  - 14.2.2 two clear days after being sent by first class post to that address;
  - 14.2.3 five clear days after being sent by second class or overseas post to that address;
  - 14.2.4 immediately on being handed to the recipient personally; or, if earlier,
  - 14.2.5 as soon as the recipient acknowledges actual receipt.
- 14.3 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.
15. DISSOLUTION
- 15.1 On the winding up or dissolution of the Foundation, after provision has been made for all its debts and liabilities, any assets or property that remain ("the Foundation's remaining assets") shall not be paid or distributed to the Members (except to a member that is a charity which would qualify to benefit under this Article 15) but shall be applied or transferred:
- 15.1.1 directly for one or more of the Objects;
  - 15.1.2 to any charity or charities for purposes similar to the Objects; or
  - 15.1.3 to any charity or charities for particular purposes falling within the Objects.
- 15.2 The decision on who is to benefit from the Foundation's remaining assets, pursuant to Article 15.1, may be made by resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, may be made by resolution of the Trustees at or before the time of winding up or dissolution.
- 15.3 In the event that no resolution is passed by the Members or by the Trustees in accordance with this Article, the Foundation's remaining assets shall be applied for charitable purposes as directed by the court or the Commission.
16. INTERPRETATION
- 16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Foundation.
- 16.2 In the Articles, unless the context indicates another meaning:
- 16.2.1 'AGM' means an annual general meeting of the Foundation;
  - 16.2.2 'the Articles' means the Foundation's Articles of Association and 'Article' refers to a particular Article;
  - 16.2.3 'Chair' means the chair of the Trustees;
  - 16.2.4 'the Charities Act' means the Charities Acts 1992 to 2011 (as amended from time to time);
  - 16.2.5 'charity trustee' has the meaning prescribed by the Charities Act;
  - 16.2.6 'clear day' does not include the day on which notice is given or the day of the meeting or other event;
  - 16.2.7 'the Commission' means the Charity Commission for England and Wales or any body which replaces it;

- 16.2.8 'the Companies Act' means the Companies Act 2006 (as amended from time to time);
- 16.2.9 'Conflicted Trustee' means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Foundation, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Foundation;
- 16.2.10 'Connected Person' means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
- 16.2.11 'constitution' means the Memorandum and the Articles and any special resolutions relating to them;
- 16.2.12 'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;
- 16.2.13 'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
- 16.2.14 'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 16.2.15 'financial year' means the Foundation's financial year;
- 16.2.16 'firm' includes a limited liability partnership;
- 16.2.17 'the Foundation' means the company governed by the Articles;
- 16.2.18 'indemnity insurance' has the meaning prescribed by the Charities Act;
- 16.2.19 'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;
- 16.2.20 'Member' and 'Membership' refer to company membership of the Foundation;
- 16.2.21 'Memorandum' means the Foundation's Memorandum of Association;
- 16.2.22 'month' means calendar month;
- 16.2.23 'nominee company' means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
- 16.2.24 'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power. Where applicable, 'Members' in this definition means a class of Members;
- 16.2.25 'the Objects' means the objects of the Foundation as defined in Article 1.1;
- 16.2.26 'Resolution in writing' means a written resolution of the Trustees;
- 16.2.27 'Secretary' means a company secretary;

- 16.2.28 'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power. Where applicable, 'Members' in this definition means a class of Members;
- 16.2.29 "St Andrew's Healthcare" means St Andrew's Healthcare a company limited by guarantee (company number 05176998) and a registered charity (charity number 1104951);
- 16.2.30 'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits are subject to corporation tax;
- 16.2.31 'Trustee' means a director of the Foundation and 'Trustees' means the directors;
- 16.2.32 'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;
- 16.2.33 'written resolution' refers to an ordinary or a special resolution which is in writing;
- 16.2.34 'year' means calendar year.
- 16.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.
- 16.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.